



PATENT 1761

Case Docket No. KHACH.009A

Date: October 24, 2003

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Khatchatrian et al.  
Appl. No. : 09/928,917  
Filed : August 13, 2001  
For : METHOD OF OBTAINING  
ETHYL ALCOHOL OR  
AQUEOUS-ALCOHOLIC  
SOLUTION FOR  
PREPARATION OF VODKA  
Examiner : Unknown  
Group Art Unit : Unknown

I hereby certify that this correspondence and all  
marked attachments are being deposited with the  
United States Postal Service as first class mail in  
an envelope addressed to: Commissioner for  
Patents, P.O. Box 1450, Alexandria, VA 22313-  
1450, on

October 24, 2003

(Date)

Lang J. McHardy, Reg. No. 50,591

## TRANSMITTAL LETTER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing in the above-identified application are:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney.
- (X) Copy of Assignment.
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 11-1410.
- (X) Return prepaid postcard.

Lang J. McHardy  
Registration No. 50,591  
Agent of Record  
Customer No. 20,995  
(805) 547-5580



KHACH.000GEN

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant	:	Khatchatrian et al.
Appl. No.	:	See table in EXHIBIT A
Filed	:	See table in EXHIBIT A
For	:	See table in EXHIBIT A

**ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION**  
**AND**  
**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Current Assignee"). The original Assignments from the Inventors to the First Assignee have been recorded in the United States Patent and Trademark Office at the reel and frame numbers listed in the table attached as EXHIBIT A. A true copy of the original Assignments of the applications listed in the table attached as EXHIBIT A from the First Assignees to the Current Assignee are attached hereto. The table attached as EXHIBIT A represents the entire chain of title of the inventions captioned therein from the Inventor(s) to the Current Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer**

App. No. : 5,987,353  
Filed : November 16, 1999

No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

HIDDEN VALLEY N.V.

Dated: 24 September 2003

By: 

Robert Huyzen  
By: Tarma Trust Management N.V.  
For: Mutual Trust Curacao N.V.  
Title: Managing Director

Address: 22-24 Castorweg, Curacao

# EXHIBIT A

## CHAIN OF TITLE OF SUBJECT APPLICATIONS

Appl No.	Filed:	For:	Status	Inventors	First Assignment	Second Assignment
10/124,020	Apr. 16, 2002	METHOD AND DEVICE FOR PREPARATION OF ALIMENTARY SOFT GRANULAR CAVIAR	Pending	Khatchatrian et al.	Inventors to Royal Caviar, Inc. Reel #: 010715 Frame #: 0162	Royal Caviar, Inc. to Hidden Valley N.V.  Copy Attached
10/348,341	Jan 21, 2003	METHOD OF TREATING HUMAN IMMUNODEFICIENCY DISEASES	Pending	Khatchatrian et al.	Inventors to Medtech Center, Inc. Reel #: 011408 Frame #: 0472	Medtech Center, Inc. to Hidden Valley N.V.  Copy Attached
09/397,749	Sep. 16, 1999	OZONE GENERATOR	Pending	Khatchatrian et al.	Inventors to Hartz International, Inc. Reel #: 010702 Frame #: 0850	Hartz International, Inc. to Hidden Valley N.V.  Copy Attached
09/928,917	Aug. 13, 2001	METHOD OF OBTAINING ETHYL ALCOHOL OR AQUEOUS-ALCOHOLIC SOLUTION FOR PREPARATION OF VODKA	Pending	Khatchatrian et al.	Inventors to Hartz International, Inc. Reel #: 012560 Frame #: 0561	Hartz International, Inc. to Hidden Valley N.V.  Copy Attached
09/317,362	May 24, 1999	OZONE GENERATOR	Pending	Khatchatrian et al.	Inventors to Hartz International, Inc. Reel #: 011539 Frame #: 0395	Hartz International, Inc. to Hidden Valley N.V.  Copy Attached
09/973,859	Oct 9, 2001	OZONE GENERATOR FOR TREATING CLOTHING	Pending	Khatchatrian et al.	Inventors to Hartz International, Inc. Reel #: 011539 Frame #: 0395	Hartz International, Inc. to Hidden Valley N.V.  Copy Attached
09/974,426	Oct. 9, 2001	OZONE GENERATOR FOR STERILISING MEDICAL EQUIPMENT	Pending	Khatchatrian et al.	Inventors to Hartz International, Inc. Reel #: 011539 Frame #: 0395	Hartz International, Inc. to Hidden Valley N.V.  Copy Attached

**DATED** 1 July **2003**

**HARTZ INTERNATIONAL, INC (1)**

**HIDDEN VALLEY N. V. (2)**

**COPY**

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**PATENT ASSIGNMENT**

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I hereby certify this to be a true  
and complete copy of the original

Signed Andrew Pelous  
a solicitor ~~a partner~~ in the firm of EDWIN COE, Solicitors  
this 13 day of August 2003

**EDWIN COE**  
2 Stone Buildings  
Lincoln's Inn  
London  
WC2A 3TH

Ref: 68-19937

## ASSIGNMENT

DATE: 01-07-2003

### PARTIES:

- (1) **HARTZ INTERNATIONAL, INC** a company incorporated in California of 1335 5<sup>th</sup> Street #11, Glendale, California 91201 (the "Assignor"); and
- (2) **HIDDEN VALLEY N. V.** a company incorporated in Netherlands Antilles of 22-24 Castorweg, Curacao (the "Assignee").

### INTRODUCTION

- (A) The Assignor is the registered proprietor and beneficial owner of the patents listed in Schedule 1 (the "Patents") and is the beneficial owner of the patent applications listed in Schedule 2 (the "Applications") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Patents and the Applications to the Assignee for the consideration set out below.

### OPERATIVE PROVISIONS

#### 1 ASSIGNMENT

- 1.1 In consideration of the payment by the Assignee to the Assignor of the sum of £1.00 (the receipt of which the Assignor hereby acknowledges) the Assignor hereby ASSIGNS to the Assignee absolutely and free from any incumbrances:

1.1.1 the entire right title and interest in and to:

- (a) the Patents; and
- (b) the Applications to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee;

together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the

Patents or accompanying any application therefor or accompanying any of the Applications occurring prior to the date hereof;

1.1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the inventions (the "Inventions") claimed in the Patents and the Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.

1.2 The assignment effected at Clause 1 is made with full title guarantee but in the event of any conflict or inconsistency between the covenants thereby implied by law and the express terms of this Agreement, the express terms of this Assignment shall prevail.

## **2 FURTHER ASSURANCE**

2.1 The Assignor agrees that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents (including the making of or deposing to any declaration or oath) as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder the Assignor hereby irrevocably appoints <sup>Star Vale B.V.</sup> the Company as its Attorney in its name to execute any document and do any act or thing which may be necessary to comply with the provisions of this clause and to secure registration of this Assignment at the Patent Offices at which the Patents are registered and the Applications are proceeding.

2.2 The Assignor agrees that at the request and cost of the Assignee it will render all such assistance of which it is capable as may be required by the Assignee for the purpose of obtaining patents in respect of the Inventions (whether or not pursuant to the Applications), in support of any action for infringement of the Patents or any patents granted in respect of the Inventions (whether or not pursuant to the Applications) and in any proceedings in which the validity of any of the Patents or such patents is put in issue.

## **3 WARRANTIES AND INDEMNITY**

3.1 The Assignor warrants that:-

3.1.1 it is the sole proprietor and beneficial owner of the Patents and the Applications and has full power to enter into this Agreement;

3.1.2 the Patents and the Applications are subsisting and all renewal and other fees due in respect thereof have been paid;

3.1.3 it has not granted any licences to use any of the Inventions and has not suffered any of the Patents or the Applications to be the subject of any charge, mortgage or other incumbrance;

3.1.4 it has not done or omitted to do any act matter or thing which may cause any of the Patents to lapse prematurely or become the subject of a compulsory licence or which may prevent patents being granted on the Applications or cause any such patents to be invalid;

3.1.5 it has not received any notice and is not aware that any person is infringing any of the Patents or is carrying out acts falling within the scope of the claims of any specification accompanying any of the Applications;

3.1.6 it has not received any notice and is not aware that the exploitation of any of the Inventions in any way whatsoever will infringe the intellectual property or other rights of any third party; and

3.1.7 Neither the Patents nor the Applications are the subject of any revocation, opposition or similar proceedings (whether actual or threatened) and the Assignor is not aware of any allegation that any of the Patents is invalid or that any of the Applications would, if granted, result in an invalid patent.

3.2 The Assignor agrees to indemnify and keep indemnified the Assignee against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

#### **4 PROVISION OF DOCUMENTATION**

The Assignor agrees, upon execution by it of this Agreement, to hand over to the Assignee all documents, correspondence, notes, drawings, models, prototypes and other items relating to the Inventions, and the Patents and the Applications.

#### **5 GOVERNING LAW**

The parties agree that this Agreement shall be governed by and construed in accordance with law of California.



IN WITNESS of these matters this document has been executed by the parties on the date set out at the beginning of this Assignment.

### SCHEDULE 1

#### The Patents

Country	Patent No	Date of Grant	Title
US	5911957	15 June 1999	Ozone Generator
US	6368641	9 April 2002	Lactic acid food products

### SCHEDULE 2

#### The Applications

Country	Application No	Date of Application	Title
US	09/974660	9 Oct 2001	Ozone generator for deodorizing shoes.
US	09/397749	16 Sept 1999	Ozone Generator
China	00802246.1	15 Sept 2000	Ozone Generator
Japan	2001-523320	15 Sept 2000	Ozone Generator
South Korea	10/2001-7006440	15 Sept 2000	Ozone Generator
US	09/928917	13 Aug 2001	Method of obtaining ethyl alcohol or aqueous-alcoholic solution for preparation of vodka
US	09/317362	24 May 1999	Ozone Generator
US	09/973859	9 Oct 2001	Ozone generator for treating clothing
US	09/974426	9 Oct 2001	Ozone generator for sterilising medical equipment

### SCHEDULE 3

#### The subsisting licences

Parties	Date	Term	Royalties
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SIGNED by Robert Hachekyan  
for and on behalf of PRESIDENT  
HARTZ INTERNATIONAL, INC.  
in the presence of:

Witness' signature:

Name: ASMIK AROYTOUNIAN

Address: 3221 CASTLEMAN CN.  
BURBANK, CA 91004

SIGNED by  
for and on behalf of  
HIDDEN VALLEY N. V.  
in the presence of:

Witness' signature:

Name: Florelen Apostel

Address: C/o Castorweg 22-24

Mutual Trust Curacao N.V.

By: Tama Trust Management N.V.

Title: Managing Director

By: Wilfred R. Flocker- Robert J. Huyzen

Date: 29 July 2003